

AMENDMENT TO RFP #1568-DDES-SM
Delivery of Managed Long-Term Care in Selected Service Areas
September 18, 2006

The following amendment is based on a clarification question (Q20) that was received for the response to Question 7.

Q20. Please clarify the response to Q7 where it says “We are not planning to publish estimated rates for the RFP process. The Department is interested in evaluating the quality of the business plan the proposer submits, so that plan should include information about what rate would be required to operate successfully”.

A. The RFP requires a business plan as part of the proposal. To develop that business plan, the proposer will need to make some assumptions and projections about revenues. Those assumptions and projections are separate from, and will have no influence on, the final actuarially sound rates the state provides. The DHFS is making available a comprehensive data set that proposers may use in development of their business plan. An amendment to this RFP is being published that gives instructions for obtaining that data set.

In order to give proposers time to use the data set in their responses, if they desire to do so, the timeline for submission of responses to Section 2.3.3.4 (solvency and risk) and 2.3.3.5 (business plan) will be extended for two weeks, until October 6, 2006. This extension applies only to those two sections; the rest of the proposal is still due on September 22, 2006.

RFP Amendment

This amendment:

1. Changes the submission date for only those sections of the proposal responding to Section 2.3.3.4 (risk and solvency) and 2.3.3.5 (business plan);
2. Changes the date for announcement of intent to award; and
3. Provides information about how to receive a long-term care comprehensive data set that may be used, if desired, in preparing responses to Sections 2.3.3.4 and 2.3.3.5.

Submission Date for Sections 2.3.3.4 and 2.3.3.5

The date for submission of responses to Sections 2.3.3.4 and 2.3.3.5 ONLY is now 4:00 p.m. on October 6, 2006.

For Sections 2.3.3.4 and 2.3.3.5 proposers must submit a compact disc (CD) that contains:

1. An electronic copy of their response to these two sections. Name the completed electronic document, “MLTC - [name of organization in Section 2.1.1; Response re: Risk and Solvency and Business Plan]”.
2. Electronic copies of any attachments (see Section 3.4.4) used to provide supporting information. Name electronic attachments using the following naming convention: “MLTC - [name of organization in Section 2.1.1] – attachment [section or subsection number to which the attachment is applicable]”. For example, an organizational chart that is used to provide information in response to Section 2.3.3.4 must be named, “MLTC - ABC Inc - attachment 2.3.3.4”.

All other sections of the proposal must be received by 4:00 p.m. on September 22, 2006, according to instructions in Section 3.4 of the RFP.

Date for Announcement of Intent to Award

The Department will notify the proposers it intends to award contracts to on Friday, October 20, 2006.

The public announcement of awards will be Friday, November 3, 2006.

The revised RFP timeline is as follows:

FRIDAY, SEPTEMBER 22, 2006 (NO LATER THAN 4:00 P.M.)	DUE DATE FOR PROPOSALS EXCEPT FOR SECTIONS 2.3.3.4 AND 2.3.3.5
FRIDAY, OCTOBER 6, 2006	DUE DATE FOR PROPOSALS FOR SECTIONS 2.3.3.4 AND 2.3.3.5
FRIDAY, OCTOBER 20, 2006	ANNOUNCEMENT OF INTENT TO AWARD
FRIDAY, OCTOBER NOVEMBER 3, 2006	PUBLIC ANNOUNCEMENT OF AWARDS
FRIDAY, DECEMBER 15, 2006	COMPLETION OF MCO CERTIFICATION
MONDAY, JANUARY 1, 2007	PROPOSED EFFECTIVE DATE OF CONTRACT

Availability of a long-term care comprehensive data set

In order to facilitate planning and financial modeling for managed LTC expansion, the Department of Health and Family Services has assembled a set of information regarding potential Family Care enrollees. This data release is modeled on the successful sharing of fiscal, enrollment, and clinical information that was provided to health care partners that were interested in participating in the SSI managed care program.

The available data is comprehensive, covering three state fiscal years (i.e., SFY 2003 – SFY 2005) and including the following types of information:

- Medicaid eligibility information (e.g., age, gender, dual eligibility status);
- Medicaid ‘card’ service cost data;
- clinical information describing presenting health and long-term care issues;
- home and community-based waiver service cost data;
- Family Care cost and utilization data; and
- a wide array of long-term care functional screen data.

These data are individual-specific, but they have been altered to comply with HIPAA rules and regulations and, more importantly, to protect enrollees’ privacy. However, the datasets also have the capacity to be linked across the various information sources listed above, using common, anonymous identifiers.

Each entity requesting to use these data will be required to sign a formal and binding Data Use Agreement with the State of Wisconsin, acknowledging that the sole purpose of receiving and analyzing these data is to facilitate planning for managed LTC expansion efforts, including responses to the Department of Health and Family Service’s RFP for Managed Care Expansion. No other uses will be authorized.

The data consist of a series of Microsoft Access 2003 databases. They are also available as general text files.

To receive this data, a proposer must identify an authorized representative who will receive the data disks and insure that the conditions of the Data Disclosure Agreement (attached) are met on an ongoing basis.

Please print the Data Use Agreement and Instructions, attached to the end of this amendment, for its completion. After you submit (preferably by fax) the signed Agreement, DHFS will send the data disks and will email the data dictionary to your authorized representative. It is very important that you include an email address for your authorized representative on the final page of the Agreement. This address will be used by DHFS to communicate any updates about the data on the disks we release to you.

DATA DISCLOSURE AGREEMENT for Long-Term Care Expansion Data Set

The Wisconsin Department of Health and Family Services (DHFS) is overseeing the expansion of managed long-term care (LTC) in the State of Wisconsin. To facilitate the expansion of managed LTC, DHFS has prepared a comprehensive data set of individual consumer-level health information described in and covered by this Data Disclosure Agreement (Agreement). The LTC expansion data set contains information covering state fiscal years 2003–2005 and consists of:

- Eligibility information (e.g., age cohort, gender, dual eligibility status, etc.) for certain recipients of Wisconsin Medicaid;
 - Clinical information describing presenting health issues and long-term care conditions;
 - Expenditure data (including capitation payments) for Medicaid benefits & programs, including institutional & non-institutional services, other Medicaid “card services,” and Medicaid Waiver programs (e.g., COP-W, CIP-I, CIP-II, Wis. Partnership Program, SSI Mngd. Care, Family Care, etc.);
 - Managed care encounter data (i.e., expenditure and utilization data) for the Family Care program; and
 - a wide array of information from the Long-Term Care Functional Screen (LTCFS) data base for adults (i.e., not including Children’s LTCFS data or Mental Health Functional Screen data).
- Note: DHFS will include a Data Dictionary along with the LTC expansion data set.

_____ [Name of Data Requester] is an organization or consortium of organizations that may submit a proposal for managed long-term care (LTC) expansion. The Data Requester is receiving the LTC expansion data set from DHFS in accordance with the requirements of this Agreement.

The Data Requester agrees to the following terms and conditions. If the Data Requester is a consortium of organizations instead of a single organization, then each of the consortium’s component organizations also agrees to the following terms and conditions:

A. ACCESS TO DATA:

DHFS will provide the LTC expansion data set to

_____ [Name of Authorized Representative Signing this Agreement], an authorized representative of the Data Requester. The LTC expansion data set received from DHFS under this Agreement shall be used only by appropriate personnel of the Data Requester. No other persons or organizations may have access to the LTC expansion data set without prior written approval from DHFS, as described in this Agreement under section “B. Use of Data.”

B. USE OF DATA:

The Data Requester agrees to all of the following:

1. The LTC expansion data set received from DHFS under this Agreement shall only be used for the purposes of:
 - a. determining the likely cost of doing business under DHFS’s proposed expansion of managed long-term care; *and*
 - b. determining whether the Data Requester, alone or in combination with any other parties, may want to participate in DHFS’s proposed expansion of managed long-term care.
2. The Data Requester may not share or provide the LTC expansion data set, in whole or in part, to any other parties, including the Data Requester’s agents or subcontractors, without prior written approval from DHFS.
3. If the Data Requester obtains prior written approval from DHFS to share or provide any part of the LTC expansion data set to any other parties, including agents or subcontractors, then the Data Requester must ensure that such parties agree to the same restrictions and conditions that apply to the Data Requester for the receipt and use of the LTC expansion data set under this Agreement.
4. The Data Requester will report to DHFS any use or disclosure of the LTC expansion data set of which it becomes aware, if that use or disclosure is not allowed and provided for by this Agreement.
5. The Data Requester will use appropriate safeguards to prevent use or disclosure of the LTC expansion data set, except as provided for by this Agreement. Appropriate safeguards include, but

are not limited to, data storage that is physically and electronically secure, regardless of the form or media used for storing the LTC expansion data set.

6. Maintaining Privacy and Confidentiality of the LTC Expansion Data Set:

a. DHFS is required by state and federal law and administrative code to protect the privacy and confidentiality of the persons represented by health-related data created, received, maintained, used, or disclosed by DHFS. These statutes & administrative rules regarding the privacy or confidentiality of health information include, but are not limited to:

- federal Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule, 45 CFR Parts 160 and 164;
- federal Confidentiality of Alcohol and Drug Abuse Patient Records rule, 42 CFR Part 2;
- state confidentiality protections regarding past or present applicants and recipients of Wisconsin Medicaid, per Wis. Stats., sec. 49.45 (4) and Wis. Admin. Code sec. HFS 108.01;
- state confidentiality protections regarding persons who are now receiving or have at any time received services for developmental disabilities, mental illness, alcoholism, or drug dependence or abuse, per Wis. Stats., sec. 51.30 and Wis. Admin. Code chapter HFS 92;

b. In order to maintain the privacy and confidentiality of the information in the LTC expansion data set received from DHFS under this Agreement, therefore, the Data Requester will neither try to identify nor try to contact the individuals who are represented by the LTC expansion data set, even if the Data Requester possesses or can independently obtain information that would allow it to determine the identity of individuals represented by the LTC expansion data set received from DHFS under this Agreement.

7. The Data Requester will not change the definition, data condition, or use of any data element or segment in any part of the LTC expansion data set received from DHFS under this Agreement.

C. NOTIFICATION, REVIEW, AND APPROVAL BEFORE PUBLICATION OR PRESENTATION:

1. The Data Requester, including its employees, agents, subcontractors, or any other persons who would have access to the use of the LTC expansion data set, shall not publicly present or submit for publication, in oral form or in writing, on a formal or an informal basis, any findings from analysis or research which used the LTC expansion data set received from DHFS under this Agreement without the prior review and approval of DHFS, through the Associate Administrator for Long-Term Support of the Division of Disability and Elder Services (DDES) within DHFS.

a. "Publication" includes any article written for publication in a professional journal or other publication, or any printed material for presentation to any person, conference or group external to the Data Requester.

b. This requirement for prior review and approval by DHFS includes providing DHFS with copies of planned articles, the text of speeches, slides or other graphics, and any other material prepared for publication or public presentation.

c. This requirement for prior review and approval by DHFS does **not** apply to the public presentation or publication of information derived from the LTC expansion data set **if** the information presented is aggregated or otherwise not individually identifiable **and** the information is presented to a decision-making body or an advisory group specifically and only for the purposes of:

- (i) determining the likely cost of doing business under DHFS's proposed expansion of managed long-term care; **and**
- (ii) determining whether the Data Requester, alone or in combination with any other parties, may want to participate in DHFS's proposed expansion of managed long-term care.

2. If the Associate Administrator for Long-Term Support of DDES approves such a request for submittal for publication or public presentation by the Data Requester, including its

employees, agents, subcontractors, or any other person who would have access to the use of the data and information received from DHFS under this agreement, then the Data Requester agrees that all materials submitted for publication or for public presentation shall

a. acknowledge that the Wisconsin Department of Health and Family Services was the source of the data; **and**

- b. contain a statement to the effect that the article, report, or presentation represents only the views of the author(s) or presenter(s) and does not necessarily reflect those of the Wisconsin Department of Health and Family Services.
3. The Data Requester shall provide the Associate Administrator for Long-Term Support of DDES a minimum of twenty (20) working days for the first review of such presentations (e.g., abstracts, slides, notes) and publications in advance of delivery or submittal. If DDES recommends changes, then the Data Requester must resubmit the revised material to DDES for further review before delivering the presentation or submitting the material for publication. DDES has a maximum of 10 working days for each review period unless another timeframe can be mutually agreed upon between the Data Requester and DDES. In specific situations, DDES may choose to delegate the review function to another agency or organization with more direct and detailed substantive knowledge of the issues being studied. DDES retains review rights to material that could have an effect on the policies and procedures of DHFS.

D. TERM OF DATA DISCLOSURE AGREEMENT:

1. The effective beginning date of this Agreement is the same as the date of the signature placed at the end of this Agreement by _____ [Name of Authorized Representative Signing this Agreement], an authorized representative of the Data Requester.
2. The effective ending date of this Agreement is one year after the date of the signature placed at the end of this Agreement.

E. RETURN OR DESTRUCTION OF DATA:

The Data Requester agrees to all of the following:

1. The Data Requester shall return to DHFS or, if return is not feasible, destroy the LTC expansion data set received from DHFS under this Agreement, regardless of the media or form in which it is kept. This provision applies to any original version and to any and all copies of the LTC expansion data set, in whole or in part, that the Data Requester received under this Agreement. This provision also applies to any information from the LTC expansion data set that the Data Requester shared with or provided to any other parties, including agents or subcontractors.
2. The Data Requester agrees to complete the return or destruction of the LTC expansion data set as promptly as possible, but not more than ten (10) business days beyond the effective ending date of this Agreement, as described under section "D. Term of Data Disclosure Agreement."
3. The Data Requester agrees to provide written documentation evidencing that return or destruction of the LTC expansion data set has been completed for any original version or copy of the LTC expansion data set, in whole or in part, in any media or form in which it was kept.
4. The Data Requester agrees to extend the requirements of this provision to contracts entered into with any other parties, including agents or subcontractors, that create, receive, maintain, transmit, or otherwise handle data on its behalf, including any part of the LTC expansion data set.

<i>Please print or type in the following information:</i>		
Name of Data Requester (Organization or Consortium of Organizations)		
Name of Data Requester's Authorized Representative		
Authorized Representative's Title & Organizational Affiliation		
Authorized Representative's Mailing Address		
City	State	ZIP Code
Authorized Representative's Telephone #	Authorized Representative's E-mail Address (<i>Required</i>)	
Authorized Representative's Fax #	Data Requester's Web Site	

My signature below indicates that I, and the Data Requester which I represent, agree to comply with all the requirements stated in this Data Disclosure Agreement.

SIGNATURE DATE SIGNED

Fax this agreement to:
Monica Deignan, RFP Process Manager
Wis. Dept. of Health & Family Services
Division of Disability & Elder Services
Bureau of Long-Term Support
P.O. Box 7851
Madison, WI 53707-7851

Fax: 608-266-5629

Questions? Call (608) 261-7807